

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

In Re:)	Case No. 19-23256
)	
SHELETA STEWART,)	Judge Baer
)	
Debtor.)	Chapter 13

NOTICE OF MOTION

To the following parties that have been noticed by CM/ECF electronic delivery:

U.S. Trustee, 219 S. Dearborn, Suite 873, Chicago, IL 60604
Chapter 13 Trustee Glenn Stearns, 801 Warrenville Road, Suite 650, Lisle, IL 60532

To the following parties that have been noticed by first-class U.S. Mail, postage prepaid:

Sheleta Stewart, 486 James Ct., Unit A, Glendale Heights, IL 60139
See Attached List

PLEASE TAKE NOTICE that on December 17, 2021, at 9:30 a.m., I will appear before the Honorable Judge Baer, or any judge sitting in that judge's place, and present the **MOTION TO INCUR DEBT AND SHORTEN NOTICE**, a copy of which is attached.

This motion will be presented and heard electronically using Zoom for Government. No personal appearance in court is necessary or permitted. To appear and be heard on the motion, you must do the following:

To appear by video, use this link: <https://www.zoomgov.com/>. Then enter the meeting ID and password.

To appear by telephone, call Zoom for Government at 1-669-254-5252 or 1-646-828-7666. Then enter the meeting ID and password.

Meeting ID and password. The meeting ID for this hearing is 160 731 2971 and the password is 597656. The meeting ID and password can also be found on the judge's page on the court's web site.

If you object to this motion and want it called on the presentment date above, you must file a Notice of Objection no later than two (2) business days before that date. If a Notice of Objection is timely filed, the motion will be called on the presentment date. If no Notice of Objection is timely filed, the court may grant the motion in advance without a hearing.

By: /s/ Dustin B. Allen
Dustin B. Allen, Attorney at Law
ARDC#6312451
Attorney for Debtor
2100 Manchester Road, Suite 949
Wheaton, IL 60187
Phone: 773-980-9004

CERTIFICATE OF SERVICE

I certify that I served a copy of this notice and the attached motion on each entity shown on the attached list at the address shown and by the method indicated on the list on or before December 10, 2021, before 5:30PM.

By: /s/ Dustin B. Allen
Dustin B. Allen, Attorney at Law

Service List

To the following parties that have been noticed by first-class U.S. Mail, postage prepaid:

TitleMax of Illinois, Inc.
15 Bull Street, Suite 200
Savannah, GA 31401

Illinois Tollway
Attn: Special Projects
PO Box 5544
Chicago, IL 60680-5544

SpeedyRapid Cash
PO Box 780408
Wichita, KS 67278

Quantum3 Group LLC as agent for
GPCC I LLC
PO Box 788
Kirkland, WA 98083-0788

PRESTIGE FINANCIAL SERVICES
PO BOX 26707
SALT LAKE CITY, UT 84126

Commonwealth Edison Company
Bankruptcy Department
1919 Swift Drive
Oak Brook, IL 60523

Premier Bankcard, Llc
Jefferson Capital Systems LLC Assignee
Po Box 7999
Saint Cloud Mn 56302-9617

Jefferson Capital Systems LLC
Po Box 7999
Saint Cloud Mn 56302-9617

WLCC dba CheckadvanceUSA.net
PO Box 170
Provo UT, 84603

AT&T Mobility II LLC
%AT&T SERVICES INC.
KAREN A. CAVAGNARO PARALEGAL
ONE AT&T WAY, SUITE 3A104
BEDMINSTER, NJ. 07921

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

In Re:)	Case No. 19-23256
)	
SHELETA STEWART,)	Judge Baer
)	
Debtor.)	Chapter 13

MOTION TO INCUR DEBT AND SHORTEN NOTICE

NOW COMES the Debtor, SHELETA STEWART, by and through their attorney, Dustin B. Allen, to present this Motion to Substitute Attorney, and in support thereof, states as follows:

1. The Debtor filed for relief under Chapter 13 of the Title 11 of the United States Code on August 17, 2019.
2. At the time of filing, the Debtor listed a 2008 Cadillac CTS. This vehicle is now inoperable and beyond feasible repair.
3. The Debtor also scheduled a 2011 Hyundai Sonata, but the confirmed Plan does not call for payments by the Debtor or Trustee because the cosigner had exclusive use and control of the vehicle and made all payments.
4. The Debtor has been using Uber to get to work, at a cost of approximately \$180.00 per week.
5. The Debtor wishes to purchase a vehicle to commute to work to save money.
6. The Debtor has obtained a quote for a vehicle from Motor World in Glen Ellyn. The terms of the deal are as follows: payments of \$500.77 for 72 months for a 2017 Chevy Malibu, with an interest rate of 14.75% and a total amount financed of \$23,835.65. See Exhibit A.
7. The Debtor can afford this additional cost because her adult son has moved in with her. She does not pay any of his expenses, and he contributes approximately \$500.00 per month toward rent. Amended Schedules I and J are filed concurrently with this motion.
8. The Debtor seeks to have this motion heard on shortened notice. Financial harm occurs the longer she must continue to commute using expensive Uber services. Obtaining a vehicle with

a lower monthly payment benefits both the Debtor and creditors of the bankruptcy estate.

9. In addition, counsel for the Debtor has filed a Motion to Substitute Counsel in a separate motion to be heard concurrently with this motion. Typically, counsel for the Debtor would wait to be substituted by order before bringing a motion. See Local Rule 2091-1 (“An attorney of record may not withdraw, nor may other attorneys appear on behalf of the same party or as a substitute for the attorney of record, without first obtaining leave of court by motion....”). However, counsel respectfully requests that this Honorable Court consider this motion, despite having been filed before an order substituting counsel has been entered, because it is in the best interest of the Debtor, creditors, and the estate to proceed swiftly.

WHEREFORE, the Debtor prays that this Court enter an Order allowing the Debtor to incur debt for a vehicle, to shorten notice, and for such further relief that this Court may deem just and proper.

Respectfully Submitted,

/s/ Dustin B. Allen
Dustin B. Allen, Attorney at Law
ARDC#6312451
Counsel for Debtor
2100 Manchester Road, Suite 949
Wheaton, IL 60187
Phone: 773-980-9004

RETAIL INSTALLMENT CONTRACT - MOTOR VEHICLE - SIMPLE INTEREST

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your downpayment of \$
14.75 %	\$ 12219.79	\$ 23835.65	\$ 36055.44	\$ 36055.44

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
72	\$ 500.77	monthly beginning 01/05/22
N/A	\$ N/A	N/A

Security: You are giving a security interest in the goods being purchased and in any moneys, credits or other property of yours in the possession of the Assignee, on deposit or otherwise.

Late Charge: If any payment is ten (10) days late, you will be charged: i) 5% of the installment if the installment is in excess of \$200.00; or ii) \$10.00 if the installment is for \$200.00 or less.

Prepayment: You have the right to prepay the unpaid balance in full or in part at anytime without penalty. See your contract terms below and on the reverse side for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties and further information about security interests.

Buyer(s) SHELETA STEWART
(Names)
486 JANES CT, GLENDALE HGTS, IL 60139
(Address) (City) (State) (Zip)

Buyer(s) _____
(Names)

(Address) (City) (State) (Zip)

Seller Motor World, Inc.
(Corporate Firm or Trade Name)
550 Roosevelt Rd., Glen Ellyn, IL, 60137
(Business Address) (City) (State) (Zip)

Itemization of Amount Financed	
1. Cash Price	\$ 21695.00
Less Cash Downpayment	\$ N/A
Less Other Downpayment (describe)	\$ N/A
Value of Trade-In	\$ N/A
Trade \$	\$ N/A
Lien Payoff \$	\$ N/A
To: Net Trade \$	\$ N/A
2. Total Downpayment (if negative enter "0" and see "Unpaid Balance Due on Trade-In" below)	\$ N/A
3. Unpaid Balance of Cash Price	\$ 21695.00
Amount Paid to Others for You	
*WE MAY BE RETAINING A PORTION OF THIS AMOUNT	
Unpaid Balance Due on Trade-In	\$ N/A
Year, Make, Model of Buyer's Trade-In (Paid to)	
*Insurance Companies:	
*N/A	\$ N/A
*N/A	\$ N/A
*N/A	\$ N/A
Public Officials (Licenses, Title & Taxes)	\$ 1840.65
*Paid to ERT Service Provider for Optional ERT Fee	\$ N/A
Other Charges (describe)	
*To	\$ N/A
*To	\$ N/A
*To	\$ N/A
*To	\$ N/A
*To	\$ N/A
*To	\$ N/A
*To	\$ 300.00
*To	\$ 2140.65
4. Total Other Charges & Amount Paid to Others for You	\$ 23835.65
5. Amount Financed (3 + 4)	\$ 23835.65

Seller hereby sells and Buyer or Buyers, jointly and severally, hereby purchase the following motor vehicle with accessories and equipment thereon for the deferred payment price and on the terms set forth in this contract. Buyer acknowledges delivery and acceptance of said motor vehicle.

The vehicle will be used primarily for personal, family, household or agricultural purposes. However, if the following box is checked the vehicle will be used primarily for business or commercial purposes. ☐

New or Used	Year	Make of Vehicle	Model	Body Style	No. Cyl.	Vehicle Identification Number	Body Color	Odometer	Key No.
USED	2017	CHEVY	MALIBU	4DR	4	1G11AS34SDWEW4365	BLU	42695	N/A

Buyer Promises to pay to the order of Seller at the offices of:

(Assignee) located in

the Amount Financed shown above together with a Finance Charge on the principal balance of the Amount Financed from time to time unpaid at the rate of 14.75 % per annum from date until maturity in 71 installments of \$ 500.77 each and a final installment of \$ 500.77 beginning on January 05 2022 and continuing on the same day of each successive month thereafter until fully paid. All payments shall be applied first to accrued Finance Charge and the balance to principal. The Finance Charge has been computed on the scheduled unpaid balances of the Amount Financed on the assumption that all schedule installments will be paid when due. Guarantor, if any, guarantees collection of all amounts due under this contract upon failure of the Seller to collect from the Buyer named herein. Herein, Holder means the motor vehicle retail Seller, sales finance agency, or any other Assignee that purchases or makes a loan upon the security of this retail installment contract.

ILLINOIS NOTICE REGARDING USED VEHICLES:

The following applies only if the vehicle is a used vehicle and is not an antique vehicle as defined in the Illinois Vehicle Code or a collector motor vehicle and does not apply to a vehicle with more than 150,000 miles at the time of sale.

Illinois law requires that this vehicle will be free of a defect in a power train component for 15 days or 500 miles after delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this agreement. "Power train component" means the engine block, head, all internal engine parts, oil pan and gaskets, water pump, intake manifold, transmission, and all internal transmission parts, torque converter, drive shaft, universal joints, rear axle and all rear axle internal parts, and rear wheel bearings. You (the consumer) will have to pay up to \$100 for each of the first 2 repairs if the warranty is violated.

Attention consumer: sign here only if the Seller has told you that this vehicle has the following problem or problems with the vehicle on those terms:

- N/A
- N/A
- N/A

N/A
Buyer Signature
N/A

EXHIBIT

A